Non-Official Bills

The Cochin Verumpattomdars Act (Amendment) Bill—(Mr. L. M. Pylee)

Mr. L. M. Pylee *(Latin Christian-Ernakulam):* Sir, I move that the Cochin Verumpattomdars Act (Amendment) Bill be read in Council.

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri):* I second it.

Mr. M. Sivarama Menon *(Advocate-General):* I oppose the introduction of this Bill. An identical question that is the subject matter of this Bill was fully considered by the Select Committee appointed to consider the Cochin Verumpattomdars Bill and the arguments that weighed with the committee in coming to the conclusion that garden lands situated within the Municipal areas should not have fixity have been set out elaborately in the report in paragraph 3. I need not advert to any more arguments because really none exists. I was a member of the select committee and the question that has been considered is as to whether the agricultural or economic interests of the State are in any way going to suffer by not granting fixity to garden lands within Municipal areas. You know as a matter of fact that in every town on account of the economic progress of the country the value of lands in towns will increase. With regard to wet lands within Municipal areas we have already granted fixity by the Verumpattomdars Act. In the case of garden lands, the select committee thought that the margin by way of unearned increment for which the tenant is not in any way responsible must go to the landlord and not to the tenant. For instance, when a wet land is valued at 50 rupees per para, a garden land in the town will be valued at a much higher rate. The result of accepting the principle of fixity with regard to garden lands in Municipal areas will parctically be converting the Verumpattomdar into a partial owner of the land. The investment that a tenant makes for improvements will be repaid to him in a suit for eviction. The select committee considered the question in its various aspects and said that fixity for garden lands in Municipal areas need not be given by this Act. The main argument of the Hon'ble Mover of this Bill is that for a long time a tenant may have spent a large amount of money for making it fit for building purposes or for the plantation of cocoanut trees. But in such a case, in a suit for eviction the Tenancy Act has guaranteed to the tenant the value of improvements. And as a matter of fact in awarding value of improvements by courts of law we find that the tenant is really getting more than what he has actually spent upon the property. Therefore, this is not a case where a person who holds the property under the lease is in any way prejudiced. Further, building sites in towns should be available to the owners of the property. Under the Malabar Tenancy Act you cannot get permanency for garden lands unless wet lands also are comprised in the lease. The cultivating verumpattomdar alone gets the fixity there. A cultivating verumpattomdar means a verumpattomdar who cultivates his lands and not an intermediary who merely collects rent. Here we have granted fixity to garden lands in non-municipal areas and to intermediaries irrespective of whether the leases take in wet lands. That is a great step forward. If we are going to extend that principle to municipal areas it will practically be doing a great injustice so far as owners are concerned because investments on buildings and such other activities which the owner is entitled to have on his property will be denied to him. Agricultural interests do not warrant this fixity. Therefore the select committee has weighed the prose and cons of the principle involved in this Bill and come to a definite conclusion which had the approval of this House at the time the original Bill was passed into law. I have no further arguments to advance than those that have been stated in the Select Committee Report and I hope the Hon'ble Mover of this Bill will realise the position involved in a measure of this kind and then reconsider the position taken up by him.

Mr. L. M. Pylee *(Latin Christians-Ernakulam):* Sir, The object of this Bill is very clear. Garden lands which were about half a century ago useless lands, lands that consisted of pits etc, and were in useless condition, such small bits of lands that were leased to poor tenants years ago and which they have improved by spending money upon it, to them the benefit of the Act must be extended so that fixity of tenure might be acquired by the tenants under the Act. That is the purpose of the Bill. It is not a general onslaught upon the garden lands in Municipal areas. It is not. Generally the lands contemplated by the Bill are small sites and generally they were parted by the owners because of the uselessness of such pieces of land, consisting of marshy canals, marshy low lands, pits, some of which were used for burying dead bodies of animals, and so on because such lands were found useless by the owners some poor people asked for them and they were given to them, and these poor people improved them by spending money and labour upon them. It is only in such cases where the lands have been improved by these

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poor tenants who have been in possession of them for say 40 years, or 50 years, that I ask for this portection. Here is a pitiable case for which something should be done.

As for the argument of the Advocate General that such lands have improved in value, that they have got what is called 'unearned increments' I would respectfully ask the Advocate-General whether for the rise in the price of this land, and for the existence of this unearned increment today, is it the owner that has contributed to the situation ? In many cases it is neither the owner nor the tenant. Why should the Advocate-General, therefore, argue that by the existence of this unearned increment only the owner must be benefited ? It is due to other circumstances. In most cases neither the owner nor the tenant have contributed to bring it about. The general development of the town and other commercial factors have contributed to it and neither the owner nor the tenant. In fairness, I ask, if that is the case who is entitled to it the man who had kept the property in his possession 50 years ago as useless property or the man who by spending money upon it and by the sweat of his brow, so to say, improved it. I think there is only one answer to that, namely, in justice, a fair share of the unearned increment should go to the tenant and not to the landlord.

Sir, in fact we find that under section 3 paddy fields within Municipal areas have been exempted. Then again I find something else in the Chittur Taluk, one type of land, the "tharikuthukaran". I am told that the nature of these lands for which I ask protection is something like the "tharikuthukaran". I may be right or wrong. I speak subject to correction.

Therefore, what is asked is this—there is no question of general principle—these small bits of properties may be included in the Act as a clear case of justice. That is what is asked for. Therefore, I hope in justice to these people the House will consider this question and give its support to this Bill.

*Mr. P. Kumaran Ezhuthassan *(Vadakkancheri)* : Mr. President, sir, in the course of the Hon'ble Advocate-General's remarks against this Bill it was observed by him, sir, that between the British Indian Act and the Cochin Act there is a difference. In British India, the Hon'ble Advocate-Generel told, there was no fixity of tenure to garden lands, and that only if there is at least a small piece of wet land included in the lease that there is fixity of tenure. In other cases there is no fixity of tenure as far as garden lands are concerned. And he continued to argue that here in Cochin a very great departure, all to the benefit of the tenant, has been made and he was attempting to take credit for that departure in giving fixity of tenure to garden owners whether or not wet lands were also included. Now, sir, in the light of that observation and in the light of some other information that I am in possession, of, namely, that a very large number of garden land owners where extensive garden lands existed, namely, Cochin Kanayannur Taluk and Cranganur Taluk, have petitioned the Government—that is my information and I speak subject to correction—that they be exempted from the operation of the Act or in other words the Government be pleased to relegate them to the position of what it was before this so called boon was granted in Kumbham 1118. Till that petition is granted—whether it will be granted or not I don't know—I respectfully submit, sir, that there is force in the case so ably set forth before this House for including garden lands within municipal areas. The argument that if they are included in the purview of the Act, namely, fixity of tenure is granted to garden lands within municipal areas, that will be a case of allowing the tenant to enjoy the boons of unearned increase in the productivity or the price of the land, may or may not be sound. I am not concerned with that point now. So long as the Government have been pleased, according to them, to give fixity of tenure to garden lands throughout the State except in the case of Municipalities my respectful submission is that an exceptional circumstance as far as garden lands in municipal areas has not been made out. The argument that it is the result of unearned increment on proper scrutiny will be found to be fallacious and hollow. I can well understand the position that if garden lands are to be taken out out of the purview of the Act, that is garden lands will continue as before with the incidence of getting value of improvements, remember value of improvements for fruit-bearing trees, mainly cocoanut palms, if that is allowed to the tenant, the tenant may probably have no cause for complaint. If we get an assurance that the Government is prepared to grant the prayer contained in a petition very largely signed by owners of garden lands wherever they exist, whether in municipal areas or rural areas, whether in the Talappalli Taluk or Cochin Kanayannur Taluk or anywhere, if that is going to be, or an assurance is given that the request contained in that petition will be granted I can well understand the reason for exclusion of garden lands within the municipal areas from the purview of the Act. I am not prepared, Sir, to say that it was any great advance on the British Indian Act in giving fixity of tenure with regard to garden lands. Certainly not, I am of opinion, Sir, and I can prove it to be the hilt that instead of being a benefit

*Speech not corrected by the Hon'ble Member.

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to the tenant, the holders of garden lands, it is the other thing, because although arbitrary eviction and rackrenting was the order of the day as far as garden lands are concerned it was an exception to that state of affairs because it is not paying for even the richest of landlords to indulge in arbitrary eviction of garden lands. He will have to pay heavily and the tenants stand to gain. On the other hand the jenmi stands to gain fully by arbitrary eviction of wet lands. There is that marked difference which persons who have eyes to see can very well see. So I am not prepared, Sir, to concede the position so boldly advanced by the Hon'ble Advocate-General that a great advance on the British Indian Act has been made by our Act in that fixity of tenure had been granted to lands, whether or not a piece of wet land is included in the lease. That is the stand that I take. Till the Government is pleased, as I submitted before, to exclude from the purview of the Act all the garden lands wherever situated, I am taking a position of giving my utmost support to the proposition that has been so ably placed before the House by my Hon'ble friend, Mr. Pylee.

Mr. M. Sivarama Menon *(Advocate-General):* Sir, by way of reply to the points raised from the non-official side of the House I have only to make mention of the fact that I am not aware of any petition put in by the tenants praying for the total exemption of garden lands in the State wherever they be from the operation of the Cochin Verumpattamdars Act. Is it correct to assume that no garden land owner requires the benefit of fixity of tenure probably on account of the fact that under section 5 (2) there is liability to pay enhanced pattom during days when prices go high and a lower pattom when the prices go down ? When such a request in such an unadulterated form comes before the Government that garden land owners do not want fixity of tenure for garden lands that they want to escape from their liability to pay enhanced pattom when the price of cocoanuts goes high and that they do not want to avail themselves of the benefit of paying a lesser pattom when the price of cocoanuts comes down, that there shall be no more agitation about scaling down of debts when the prices go down, that question will be independently considered by the Government in all its aspects and it will receive proper attention at the hands of the Government. If the Hon'ble Members say that if the Government is prepared to give an assurance that that prayer will be granted then this Bill will not be pressed, I beg to submit that I cannot make any promise. I can only state that if such representation comes it will receive due consideration at the hands of the Government.

The other point raised by the Hon'ble Member who moved this Bill was that this Bill does not attempt to give fixity of tenure to all and sundry in towns. I fully appreciate that he has put in a limitation to the effect that people who have been holding the property for 40 or 50 years and have improved it must be given fixity of tenure, not in the interests of cultivation or of increasing the productive capacity of these lands but to divert the owner of the high value of garden lands in towns. The Hon'ble Mover said that this relates only to small slices of lands. What indication is there in the Bill that it refers only to small slices ?

Sir, the Hon'ble Member compared the position of tharikuthukarans with that of kudikidappukarans. There is a difference between these two classes. The kudikidappukaran has no right over the usufructs of the land. The tharikuthukaran is a man who is in position of land entitled to make improvements and derive benefits from the improvements. Practically it is a lease.

Sir, the Government have to look to the interests of both the landlord and the tenant and in our anxiety to help the one we cannot do injustice to the other. If this question had not been considered by the House when the main Bill had been considered I can quite understand the amendment. That was not so. I cannot but object to this Bill.

Mr. L. M. Pylee *(Latin-Christians-Ernakulam):* Sir, I have not much to say by way of reply to the Advocate-General. With regard to the "tharikuthukaran" to which reference has been made, I was speaking subject to correction, and so, much weight need not be attached to it. As to the argument that the Act was only very recently passed by this Council and its provisions were accepted by the Council and therefore it is improper to bring this amending Bill, it cannot hold good, because according to this, the logical conclusion would be that no amendment, should be brought to an Act passed by the Council. We passed the Bill, that is true. When the necessity arises, amendments have to be tabled and amendments will be tabled. From that argument of the Advocate-General therefore, I respectfully beg to differ. I submit this Bill for the acceptance of the House and also move that this Bill be referred to a Select Committee.

Motion put and declared lost

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Mr. C. V. Iyyu *(Kunnamkulam):* A poll, Sir.

Ayes

Messrs. P. Narayana Menon
L. M. Pylee
C. K. Nayar
P. Kumaran Eluthassan
K. Narayana Menon
K. Kunhirama Menon
Ephraim Ouseph
Joseph Petta
K. Ayyappan
Messrs. K. S. Panikker
K. M. Ibrahim
A. T Kunhipalu
C. V. Iyyu
Thomas Karikasseri
K. R. Achuthan
B. M. Peter
K. T. Achyuthan
P. K. Krishnan

Nos

Messrs. A. V. Moothedan,
N. V. Subbarayan Chettiar
C. J. Luis
P. V. Raphael
V. K. Aravindaksha Menon
Rao Sahib I. N. Menon
,, ,, Dr. T. Verghese
Mr. A. Madhava Prabhu
Rama Varmha Tampuran
Messrs. C. J. Mathew
B. V. K. Menon
M. Sivarama Menon
S. Venkiteswaran
M. M. Paul
Khan Sahib Y. Muhammad Roshan Sahib Bahadur

Motion carried by 18 votes to 15

Secretary to the Council : Tne title of the Bill is the Cochin Verumpattamdars Act Amendmant Bill.

Mr. L. M. Pylee *(Latin-Christians-Ernakulam) :* Sir, I beg to move that the Bill be referred to a Select Committee consisting of the Advocate-General, Mr. Kumaran Ezhuthassan, Mr. Joseph Petta, Mr. Ephraim Ouseph and myself, with the Advocate-General as convener.

Mr. M. Sivarama Menon *(Advocate-General):* The Diwan Peishkar also may be included, as this is a matter affecting lands.

Mr. L. M. Pylee *(Latin-Christians-Ernakulam) :* He may be included.

Motion put and carried

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri):* Mr. President, Sir, I move.

Mr. C. V. Iyyu *(Kunnamkulam) :* Sir, I may point out that it has been the convention to have the land-holders representatives also in such committees affecting the tenants. So, if there is no objection, with your leave, I propose that the land-holders representative also may be included.

Mr. President: It is too late now. The motion is put and carried and committee has been formed. I do not think it is a good convention to start revising matters.

Mr. C. V. Iyyu *(Kunnamkulam) :* I thought it better to have him also in the committee.

Mr. President : The Hon'ble Member should have raised that point earlier.

The Cochin Verumpattamdars Act (Amendment) Bill—(Mr. P. Kumaran Ezhuthassan)

Mr. P. Kumaran Ezuthassan *(Vadakkancheri) :* Sir, I move that the Cochin Verumpattamdars Act Amendment Bill be read in Council.

Mr. K. Narayaa Menon *(Mulakunnathukavu) :* I second it.

Mr. P. Kumaran Ezuthassan *(Vadakkancheri) :* I do not wish to make any speech if there is no opposition.

Mr. M. Sivarama Menon *(Advocate-General) :* Government oppose the Bill.

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri) :* Then I will explain.

*Mr: President, I feel proud Sir, that this Bill which has been sent up to this Council is opposed by the Government. The Government which was rather apathetic in earlier years with regard to the fate of the Verumpattam tenants of the State, the real backbone of the country amounting to about 90 per cent of the population, was in the month of Kumbham 1114 pleased to consider that their lot was really hard, relief is due to them and action on the part of the Government must be had. Apathy developed into sympathy. The sympathy of Kumbham 1114 developed into an active attitude in the month of Karkitagam 1114 soon after that a very beneficial Act, viz., the Agriculturists Relief Act, was passed into law or rather passed through the third reading stage in the Council. The Diwan President then announced that he was not satisfied with the passing of the Agriculturists Relief Act which after all meets a situation that

*Speech not corrected by the Hon'ble Member.

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had arisen as a result of the economic depression that followed the first Great War. He went on to say, Sir, that he has during his stay here for about two years been able to understand that the lot of the Verumpattam tenants is really hard. Hard in this, viz, rackrenting, a very horrible process and arbitrary evictions, very horrible still, was the order of the day, and he announced from the august chair Sir, that he would be taking active steps to see that the miserable lot of the tiller of the soil, the backbone of the country, will receive his serious and urgent attention and on that occasion he made another famous statement in as much as the view of the Government that the Government is starting or has rather started to stand by the side of the tenant went out of his mouth in Kumbham 1114, the active, vigilent and clever Jenmi has begun to outdo the Government's intentions. But he said even in a threatening manner "no, this process indulged in and to be continued to be indulged in by these classes of Jenmies will not be allowed to prejudicially affect the tenants by introducing in the proposed bill a clause for having retrospective effect as earlier the date on which the Government completely changed its apathetic attitude to one of absolute sympathy. Events quickly followed from Karkitagam that by the time when we met in Council in 1115 Vrischigam the Government was here with a Bill to give fixity of tenure to the verumpattamdars. That went to a Select Committee. The Select Committee acted very quickly and by the 25th of Kumbham 1115 their report was ready and in that report a specific clause was to the effect that this Bill when it becomes an Act and placed on the Statute Book will have its operation back from Kumbham 1114. Sir, on the 25th of Kumbham the Gaxette contained the very useful Select Committee Report. That Select Committee Report was a compromise. The only salient feature of that Committee report was this clause giving retrospective effect. In other respects although the intentions were good, they did not reach up to the expectations of the tenants of the State. Agitations were started. A Jatha started from the village of the Hon'ble Minister and I had the proud privilege of leading that Jatha. We travelled, travelled and travelled and after a fortnight we reached this head quarters of the State, *viz.*, Ernakulam and that just a couple of days before the Meenam session was started. The political situation of the country mainly in this Hon'ble House is worth mentioning here. Because of the fact that this Bill, the consideration of which was put down as an item of business in the provisional agenda for the Meenam Session of 1115 mysteriously disappeared from the final agenda and when that was questioned in this House again by the Hon'ble the leader of the opposition who is now the Hon'ble Minister, a very bad change I believe, it was stated that the Government dropped it from the final agenda because of the militant amendments in which the three council parties were vying with each other. The Congress party then in power had amendments amounting to pure Congress tenants' agitation. On the other side the State Congress which was a compromise between the Congress real and the needs of the State where the Congress was not working had its own amendments of a less militant type. The progressive party which was a jumble of seconders from the Congress Party and the State Congress wanted to say that an amalgum is always something better than the ingredients and they had their own amendments. Sir Shanmukham from his Presidential Chair said so long as these three parties, one fighting with the other to have ascendancy over both the others, till they come to a compromise, "no, we shall not proceed". That was stated, though not in this House, outside; even in the shape of communications to the secretaries of the various parties, "please come over with an agreed proposition, a programme of amendments. Then we will go forward, not till then". Again the Hon'ble leader of the opposition finding that this all important Bill which he thought, he must have thought, could be improved and brought up to the expectation of the tenants, when we found that the final agenda did not contain it, Sir, he was alert, he moved an adjournment motion, the point of the adjournment motion was not to censure the Government, but to save the tenants from the mischief of this interrugnum. He wanted through the adjournment motion that a Proclamation staying suits in eviction be granted by His Highness the Maharaja till the Government Bill which had reached the stage of Select Committe, which for these reasons have not been introduced finally in the session, till that is brought forward in the House and placed on the statute book, till that period a Proclamation prohibiting evictions be granted. That was the point of the adjournment motion and even the Hon'ble Government Secretary of the day who first tried to have this adjournment motion not discussed here by raising objection to leave being granted and when it was fiually granted went on saying that this was not a motion for censuring the Government but it was only a motion for requesting the Government for the issue of a Proclamation, and there was no necessity for a proclamation because in the Select Committee report there was provision for giving retrospective effect and when we go on and come to this Bill after mature consideration of all these warring amendments of the warring parties, we will

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certinly retain this retrospective clause. So where is the necessity for a Proclamation. On such a solemn assurance given by the representative of the Government, the spokesman of the Government, my Hon'ble friend, the then opposition leader, withdrew his adjournment motion being satisfied that the point of the motion was met by this assurance. A lull followed. I am referring to the days of 1115 Meenam. The Budget Session no Bill, all the three legislative sessions of 1116, no Bill. People were agitating. What followed. Very many things followed. Changes everywhere and suitable reactions. A Bill was actually introduced or rather before the introduction of the Bill that is now on the Statute Book, the then Government was pleased to issue a proclamation. But the only complaint is Sir, that it came rather too late. The Proclamation I am referring to is Proclamation VI of 1117 dated 13th Vrischigam 1117. So from the day from which the Proclamation was demanded, or rather requested for by the Hon'ble Leader of the Opposition, that is, Meenam 1115, as late as the 13th Vrischigam 1117, alone the Proclamation could see the light of day. The grant of the Proclamation, we are thankful for, Sir. The grant of the Proclamation is suggestive of the fact that there was need for staying eviction suits till the Government Bill becomes law. What mischief has been done, Sir, as a result of the announcement that the Government is coming to the rescue of the tenant, as a result of the militant statement of Sir Shanmukham that tenants have nothing to fear, there is the retrospective clause, let jenmies indulge in whatever process they may like to deprive the tenants of, the fixity of tenure is going to be granted to the tenants, so let the jenmies indulge in whatever process they like, we will outwit them by giving retrospective effect in the Bill, what is the mischief done to the tenants? What happened? The reply to question No. 39 of the Budget Session, I believe, of 1117, has discussed a revealing picture, Sir. Before the date of that question being answered, as many as 1051 suits, suits in eviction, in all parts of the State have been filed and out of that as many as 759 had ended in decrees of eviction—mind you, driving away the tenant from the land whether wet or otherwise, on which all his energy has been spent for years, driving him away from that plot of his activities. 759 suits had been decreed and of these 759 decreed suits, as many as 227 had reached the final stages, possession had been changed, the tenant had been deprived of his valued possession and it had gone to the jenmi who had not earned that. That was the mischief of the delay in the issue of the Proclamation. All the same, we are thankful for the Proclamation. And the Bill is here. What a beautiful Bill! In the Makaram Session of 1118, that is February 1943, the Bill was here. We were jubilant over it. We are jubilant over it indeed. But where was the promise to retrospective effect clause, Sir, where was it? It had vanished into thin air. It was not in the Bill that was placed before this House in February 1943. It was not there. Immediate action followed upon the publication of the Select Committee report. Amendments were moved by the representatives of constituencies where the mischief of the landlord is at the highest. The Hon'ble Member for Kunnamkulam was followed by my humble self in tabling amendments which had the effect of giving retrospective effect to the operation of this boon back to 1st Kumbham 1114. What was the fate of these amendments? Two days waste of energy, Sir, I am sorry to say that on such an important thing as giving retrospective effect to this boon, namely giving retrospective effect, which has been promised by the spokesman of the Government, having been demanded by the Leader of the opposition, then when the amendments to have it in the Bill were tabled, the Government, Sir, opposed the amendments. If the picture had closed there, Sir, I would not have had any complaint. As many as 11 Hon'ble Members of this House sitting on the non-official side coming from rural constituencies, I am bound to observe that, voted with the Government and made the number 23 against this wholesome, necessary amendment, and it was defeated, 18 for and 23 against. And that mischief is still there, Sir. Alright, there is no complaint about that. We were not successful and the present attempt is not that. What is now gone to the Statute which we have characterised as a boon, let it be made a real boon, is the point of the amendment that I have brought before the House. I will immediately come to the clauses which I would like to introduce. My amendment relates to mainly section 5 of the Act and section 8 of the Act. They are the main things. The others are very minor things. I don't know whether these minor things also will be opposed.

Well, Sir, We have had the so-called boon placed on the Statute Book on the 19th Kumbham 1118. I believe more than two Proclamations had to be issued to remove the lacuna in the Act. An Amending Act had to be brought and I am glad to see that it has passed the stage of the third reading today, again to remove some lacuna, though pointed out in this House by my humble self at that time, it had to go to the highest tribunal in the land for the Government to react—I am glad that at this late hour at least they have reacted and we are thankful, that you are

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trying to have the lacuna in the Act removed. Has the Act become the real boon that it was considered and that it ought to be. That is the question that is raised through this amendment. It is not, is the answer, and my attempt is to make it as it ought to be. As far as the first portion of the amending Act is concerned, my task has become easy, because of the amending Act of the Government, namely the first portion of the amending Act relates to section 5 of the Act, Clause (a) of section 5 of the existing Act makes the existing pattom invariable, whether it amounts to rack-renting or whether it is a very low rent which is necessary to be increased in the case of exceptionally few jenmies, whatever it be, whether it affects the tenant or the land-holder favourably or otherwise, the consideration being had to the multifarious litigation that my arise as a result of power being granted either to the jenmi or to the tenant, to have the pattom increased or decreased, consideration being had to the unnecessary ruin in litigation, the Government thought it necessary to fix the pattom as invariable. We are glad of that because much litigation has been avoided. Hence clause 5. But clause 5, although seemingly beneficial to the tenant, because the ruin of litigation is avoided, requires some amendment. Part of that has already been done by Government. Because in the amending Act clause 5 says pattom is fixed as invariable. In cases where the land is required by Government under the Land Acquisition Act, proportionate pattom on the area required by Government is reduced, a reduction is being given to the tenants. Very good. Because of that, not that there are other reasons, I am sure I need not expect any opposition from the Government with regard to that part of the amendment. The principle underlying that amendment has been conceded although pattom has been made invariable. The produce of the land which goes to the tenant is reduced because of the removal of a portion of the holding as a result of the land acquisition process and proportionate reduction must be given. That is the principle of this portion of the amendment. The amendment that I seek there is to add the following proviso to clause (1) of section 5 which makes the pattom fixed. This amendment is "Provided that if any portion of the holding is destroyed by erosions of sea or river or becomes unfit for the purpose of the lease by natural causes beyond the control of the Verumpattomdar he may claim and the lessor shall grant a reduction of pattom proportionate to the area lost or deteriorated." For the very principle on which the Government brought forward an amendment the other day and this Council easily passed that Bill, on that principle, it is necessary to give reduction when lands are destroyed due to erosions or other acts of nature, resulting in the land becoming unfit for cultivation, necessarily, therefore, reducing the yield that first goes into the pocket of the tenant from which he is to pay the jenmies dues. I need not dilate upon that, because the Government will be bound to accept it and I am sure they will accept it, although there was the general opposition against the Bill, I do not think that opposition will relate to this provision. There is an explanation how to assess the expenditure: " For the purposes the above proviso a land may be taken to have deteriorated when the reclamation of the same is either impossible or the cost of such reclamation is quite incommensurate with advantages derivable from such reclamation."

The next point of the Amending Act relates to the very root of the Bill. My attempt is to amend section 8 of the Act. After giving fixity of tenure through the earlier sections, section 8 of the existing Act goes on to enact or rather lays down—"No suit for eviction of a verumpattamdar from his holding or any portion thereof shall lie except on the following grounds". Certain grounds acceptable are there in clauses (a) and (b) of that section—I am not concerned with clause (c), that is in cases where he has not paid the pattam due in respect of the holding having specified in section 6 within 3 months of the due date as provided in the contract of tenancy, or where no date is fixed in the contract within 3 months, etc. That is one reason by which the landlord can sue the tenant in eviction, that is, if the pattam is not paid within 3 months of the due date as stipulated in the contract of tenancy or where there is no such stipulation, within 3 months as provided in the existing Tenancy Act, a suit in eviction will lie. I want a small change in that clause (c). What is the next procedure when such a suit is laid? Then the amendment that I want is—in clause (2)—I have referred to one variety of causes which will give the landlord the right to place a suit in eviction before the court, and what the courts have to do is as in clause 2 of section 8 which says that when the eviction of a verumpattamdar is sought on the ground specified in clause (c) or (d), the court shall not either extend the time for or condone the delay in the payment of such pattam or arrears, but shall be bound to order eviction of the Verumpattamdar from the holding. That is the clause which I want amendment to. That is all with reference to the amendment that I want in section 8. Now the reasonableness and necessity of these amendments I will place before the House and I will close with that. Now, Sir, it is stated that the pattam has to be paid within 3 months from the due date

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as seen from the contract of tenancy. The amendment that I seek is one which gives him a longer time. Normally, as far as wet lands are concerned, except in very exceptional cases, pattam is made payable partly 3/5 on 30th Kanni and the remaining 2/5th on the 30th of Makaram. This clause, as it stands, gives the right of suit to the jenmi as far as Kanni dues are concerned within 3 months from the 30th of Kanni. Kanni dues are invariably paid from the harvest of Kanni. And power is given to the jenmi to sue the tenant for eviction if the remaining portion of the pattam is not paid within 3 months from the 30th of Makaram. So, he gets two causes of action for one year's pattam. Two suits can be laid before the court with regard to the arrears of pattam of one particular year. I may not be misunderstood to be arguing for the tenant that he may continue to keep the pattam in arrears. That is not my point. I being a bit of realist as far as the tenants are concerned, know that it may not always be possible for a tenant, however industrious, however ready to pay the pattam in time, it may not be possible for him to pay the first instalment payable on the 30th of Kanni within 3 months, for the simple reason that inasmuch as pattam is paid from the yield of the property which those of us who know the caprices of the monsoon, must know that it is not a case of good crop always in Kanni. Equally so, it will not be a case of good crop in Makaram. But there is this difference. Those who have anything to do with the agriculturists will easily concede that in no year arises a case of both the harvests being a failure, and in no case it is the case of both the harvests being bumper crops also. That is the knowledge of the persons who have either anything to do with agriculture directly or move amongst the tenants. That statement will not be controverted, and if at all it will have to be controverted for controversy's sake. Roam about the country, study things. You will simply concede the proposition that I want. Therefore, Sir, it is not safe for the tenant to be told that if he fails to pay the 1st instalment within 3 months of the due date, he has to be taken to a court of law. That is not safe. The safety of the tenant without impairing the position of the landlord who goes and proclaims that he is the proprietor, should be ensured. The object of the Government was safeguarding the interests of the landlord and standing by the tenant to the maximum extent. That is the principle of the existing Act enunciated from the Treasury benches last February. Without impairing the rights of the landlord, *viz.*, the rights to get pattam, the difficulties that confront the tenant are sought to be removed by this. What I seek there is that clause (c) may be amended as follows.—"In sub-clause (c) of clause (1) to section 8 of the Act between the words "the" and "due" insert the word "last". Whether I am attempting to mutilate the Act, or whether I am attempting to trouble the landlord, or whether I am unduly standing by the tenant will easily be understood when the amended Act is read.—

"That he has not paid the pattom due in respect of the holding or the revenue, cess, tax or special charges, if any, specified in section 6 within three months of the last due dates as provided in the contract of tenancy or where no date is fixed in the contract, within three months from the last due date specified in section 38 of the Cochin Tenancy Act, XV of 1113."

There, it is that I make the change. "Due date" may be changed into "the last due date". That is, if there are 2 or 3 instalment payments, time must be given for payment of the last due date and within 3 months from the last due date. If the pattam is not paid within that time, he has to suffer. For this reason that if the first crop is a failure, the second is a good crop. That is what is obtaining in the country. So, with the harvest in at least one good crop if the tenant refuses to pay and fails to pay, certainly he must be taken to the court, and he must be evicted. I concede that. Hence the word "last" be introduced between "the" and "due".

Then with regard to the other that I mentioned relates to clause 2 of section 8. I have already read out clause 2. That is if within 3 months from the due date pattom is not paid and a suit is placed before a court, the court has no option to do either one or the other of the two things mentioned. The court is ordered by the Act to grant a decree in eviction. I will just put in one or two words. It is the law of the land as a result of the Transfer of Property Act being made an Act of the State very recently in 1112. Till then althoug we had not the Transfer of Property Act, our courts inclusive of the Highest court were acting upon the most salutary principles laid down in the Transfer of Property Act, although the Act was not an Act in this State as such. But 1112 made the Act, an Act of the State also. So, the Transfer of Property Act is an Act that is on the Statute Book of the State. This provision of ordering the court not to grant extension of time, not to grant forfeiture, but being ordered to grant a decree in eviction, is in violation of the provisions of the Transfer of Property Act which is on the Statute Book. The Transfer of Property Act, section 111 says that as far as leases are concerned and forfeiture is incurred as a esult of the non-payment of pattom and a suit is the result, if on the first hearing date the amount

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of arrears is put into court by the tenant, the forfeiture shall be condoned. It is that I want. I tried my level best during the debate last February to have this also introduced. I must admit my ignominous failure as a result of the combined voting of the block of 11 of the Treasury Benches and some of the Hon'ble members representing the rural areas, joining hands with them. For shame I did not want a poll on this, because of the fate that I had upon other salutary amendments, I wanted to expose my Hon'ble friends before their constituents. I was magnanimous towards them. That magnanimity, I am sure sure, will be responded to when I am here advocating the cause to protect the interests of the tenant without imparing at all the cause of the landlord. I have not the slighest idea to injure the landlord; but I have greatest feeling for the tenant, not to give him an extra advantage, but to see that he is not driven out of the land as a result of the failure of crops. If these things will not appeal even to the Treasury Benches, the better that we do not advance the cause of the tenant or any good cause here. But things are not going to reach that climax, I believe. Hence I place the amendment to section 8 before the House. What I seek through the amendment, sir, is that if the court is pleased, consideration being had to the various circumstances attendant upon the suit that is being brought there—I am not saying that the tenant's neighbour may be given this power of extending the time, nor am I saying that time till Domesday be granted to him—I am pleading before this House, that time may be allowed to be given by a judicial tribunal, not an *ad hoc* committee, not a Police committee, but a judicial tribunal—I emphasise the word "judicial". Time may be allowed to be extended by a judicial tribunal which is expected to take into consideration all the circumstances that caused the non-payment at the time. Will you not be pleased to grant that to our own judiciary who has got the hall-mark of perfection in comparison with other places. Give unto this tribunal this power of extending the time is the amendment. If that is given, and if the tenant fails to pay within the time, the the must suffer. He does not deserve any condonation of the forefeiture which follows. Let him be mulcted both in the arrears and in costs. And what is the provision that I seek? Suppose we are in the month of Meenam 1119. Even within 3 months from the 30th Makaram 1119 the tenant does not pay the pattom and if the landlord places a suit before a court; and if the prayer of mine to give this power of extending the time to the tribunal is granted, and if the tribunal accordingly grants time which according to it will be fixed, say for 15 days or one month. I am giving wide latitudes to the power of the court, the circumstances of the case being considered; whatever is found reasonable by a judicial tribunal. If within that time, he does not pay let him suffer.

"In clause (2) of section 8 delete the whole portion beginning with "shall not either extend etc." and ending with the last word "holding" and substitute the following.—

"shall, unless the verumpattamdar deposits in court, either at the first hearing of the suit or within such time as the court in the circumstances of each case deems fit to grant, all the arrears up to the date of deposit with interest at the rate of 6 per cent per annum from the date of suit together with the costs of the suit, order the eviction of the Verumpattomdar from the holding". I will read clause 2 as amended if I am lucky to have the amendment which I believe I am.

"When the eviction of a verumpattamdar is sought on the ground specified in clause (c) or (d) of sub-section (1), the court shall unless the verumpattamdar deposits in court, either at the first hearing of the suit or within such time as the court in the circumstances of each case deems fit to grant, all the arrears up to the date of deposit with interest at the rate of 6 per cent annum from the date of suit together with the costs of the suit, order the eviction of the Verumpattomdar from the holding."

Have I injured the jenmy? Have I given an extra advantage to the tenant ?

No, Sir, this is the modest proposition that I have placed before this House. I am sure this House will grant it. I have done with section 8. The others are, place of payment, the burden of proof, procedure when the lessor fails to grant receipt so on. All those clauses may be discussed and disposed of in a few words. As a practising lawyer, though in a moffusil court, I have found from my experience extending over 25 or 28 years that the relationship between the jenmy and the tenant is not what it ought to be. I am of opinion and I have been advocating even with my clients, the tenants. "Now you shall not fight with the landlord. His hands are long. Therefore, in your own interests do not fight", with the consequence that I am considered to be giving bad advice by some others. I do not mind. But still the relationship has not been good and therefore what I am on is when the pattam is taken to his house in kind, in his supercilous way, he says. "Alright put it there. Let it be heaped up in that corner. Come two days after for measurement." Two days hence neglecting his work of the day he goes

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there. The landlord says "The kariasthan is not there. Please come on Friday". He coolly goes and comes on Friday. The kariasthan has gone to a marriage and is not there. So, even for taking the measurement of what is taken to the landlord's granary we find difficulties. That is the experience. If luckily at least 10 days after the grain is taken there, it is measured in a peculiar way to the prejudice of the tenant. I would use the words "measured in a peculiar manner" to support another clause. One para of paddy can be paid to the granary of the landlord only by taking one para 2 edangazhies. All sorts of process of troubling the tenant will be indulged in by the jenmi, if not direct, through his agents. The tenant subjects himself to all that. If I pay 100 paras, will there be a document passed on into my hands to show that I have paid 100 paras? No, Sir. The practice and experience show "no". I do not say it is the case with all jenmies. There are good jenmies who even before the measuring of paddy, understanding that it is 100 paras orders the kariasthan to give a receipt for 100 paras; and if at all it is 1 or 2 paras less the jenmi will say "Krishnan will pay the balance. Let the receipt stand as it is." I am sure he will not refuse to pay "the balance of 2 paras." 98 per cent of the landlords are of the other class. They refuse to give a receipt. What do they say? Please give us a receipt. That is the modest request that he makes tying his second cloth round the waist. The order comes from the jenmi—"I am not going to favour you with a receipt. I will put it in the accounts. Where is the fear for you. Things will be alright". Can I raise my voice, and say "I have given you 100 paras. Please give me a receipt". No tenant will say that. If ever a foolish tenant says like that, he gets annoyed. So, one of the clauses says that the jenmi be compelled to pass a receipt of a particular description. Again, with my touch with these people I seek to introduce another amendment that if a tenant has fears that the jenmi will not pass on a proper receipt as contemplated by the previous amending section, he might be given the option to send the money value of the pattam by money order. All these amendments I sought in February last. I failed, not by the adverse voting of the Government or by the co-operation of some of the non-officials with the Government. Certain observations were made by the Advocate-General that these provisions are found in the existing Tenancy Act, with respect to kanam tenants, and all these aspects will apply to verumpattam tenants. But experience shows that it is very complicated. Why not have it in the Act itself? Why not make the Verumpattamdars' Act as self-contained as possible. Whether it exists in the existing Tenancy Act, XV of 1113, or it is going to be put here for any reason, the tenant's misery continues, because experience shows, that is, according to the existing Act if a tender of the pattam in kind is made and it is refused, the tenant should get the option to send the money by money order. But on questions of what amounts to a valid tender and if the validity is questioned in a court of law by the landlord, the necessary proof acceptable to the court, to show what it is, can be tendered. So to avoid the difficulty for a reasonable apprehension which is engendered by the tenant that he is not going to get a receipt on tender of the pattam it is there that I want power to send its value in money. That is the other portion. These are things without prejudicing the interests of the landlord without advancing the advantages to the tenants that are granted under the existing Act. But to work out properly and make it a real boon that it is that I have tabled the amendment. I have done Sir.

The House rose for lunch at 1-25 p.m., and re-assembled at 2-30 p.m., with the Hon'ble Deputy President in the Chair

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri):* May I have the indulgence of the Chair and the Hon'ble Member to allow me a couple of minutes to refer to a certain omission.

Deputy President: Yes.

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri):* I omitted to place before the House one important provision, perhaps most important or as important as the other with regard to clause (c) of section 5 which relates to the payment of pattam of Cocoanut gardens in kind—the cocoanut provision—as stated by my friend for Cranganur. The history of that provision has been referred to in a resolution which was discussed. Something which even the Select Committee did not think necessary to be incorporated there, all on a sudden an amendment appears to be moved by the Government with certain things behind and the dirty mischievous effect upon the tenant. What I want is to remove that. I do not say it is a complete relief to the people. It can be improved upon if occasion arises and I have a duty to improve this section because I foolishly supported on that occasion. I do concede it as foolish, and men grow wiser. The amendment reads as follows.—"Add the following proviso to clause (2) of section 5. Provided that if the Verumpattamdar informs the lessor, in writing, of his willingness to

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continue to pay the pattam in money with reference to contracts of tenancy entered into prior to the year 1107 the lessor shall not be entitled to claim pattam as calculated under clause 2" I have only to explain why I have referred to the year 1107. The explanation is seen in the Economic Depression Committe report—a committee presided over by no less a person than an ex-Chief Justice Chevalier C. V. Antony. I am not going to repeat the arguments there. There is the reason. The economic depression is considered to have started about the year. Therefore contract entered into prior to that year must be considered to be based upon a rather reasonable rate of price for the cocoanuts. Therefore, if the tenants who have entered into contract prior to 1107 wish that they want to pay the pattam in money and not in kind they may be allowed, if they give notice in writing to the land-lord of their willingness, they should be allowed to do it, is the amendment that I wish to seek by that clause. I thank the House and also the Chair for giving me this opportunity.

Mr. Joseph Pettah *(Adur)*: Mr. President, Sir, at this stage when only the principle of the Bill is under discussion I feel I have to support the motion. Very many of the provisions embodied in the amending bill are harmless and salutory from the point of view of the general interests of the country. I refer to the provisions as merely 1, 2, 3. The provison in regard to erosion or the land being otherwise lost or made unfit for cultivation is a very necessary provision and it stands to equity that in such a case the proportionate amount of pattam should be remitted. I do not think there can be any quarrel on that provision.

Then the second is about the last due date. That is only giving a little more time to a defaulting tenant and I do not think that after all the favour asked for is incompatible with principles of equity.

Then the next one is giving power to the court to exercise its discretion and not commanding the court to order an eviction if the tenant does not pay up the amount within a stipulated period of time. Because it is discretion sought to be invested in the court and since we can expect that that discretion would be exercised in a very equitable manner, there also I think there may be no quarrel.

As regards section 4 of the amending Bill referring to the cocoanut provision as it has been mentioned here I have no qarrel. Of course there may be quarrel in this case from some quarters of this House. On the whole I think that very many of the provisions are harmless and equitable.

Again the provision with regard to the granting of receipts is a very necessary provision. Therefore since the amending Bill consists of very many provisions which are acceptable and one or two provisions which are disputable—I do not mean to say that I oppose it on that ground—at this stage when only the principle of bill is under consideration, I hope the House will support it, and if there is anything objectionable, such objectionable provisions can very well be removed and the Bill can be improved if it is referred to a select committee. I hope the Hon'ble mover will have no objection to refer it to a select committee in that respect and on that understanding I lend my hearty support to the Bill at this stage.

മിസ്റ്റർ ബി. എം. പീറർ: സർ, ഞാൻ ഈ ഭേഗതിയെ അനുകൂലിക്കുന്നു. രണ്ടു മൂന്നു പ്രത്യേകകാരണങ്ങളാണു് ഇതിനെ അനുകൂലിക്കുവാനായി എന്നെ നിർബ്ബന്ധിക്കുന്നതു്. ഒന്നാമതായി എനിക്കുപറയുവാനുള്ളതു് കൊല്ലംതോറും കടലോരങ്ങളിലുള്ള ഭൂമി കൂടുക്കു കടലാക്രമണംമൂലം നാശങ്ങൾ സംഭവിച്ചുകൊണ്ടിരിക്കുന്നതുകൊണ്ടു് ആ വസ്തു കൈവശമുള്ള കുടിയാനു് വളരെ നഷ്ടങ്ങൾ ഉണ്ടായിക്കൊണ്ടിരിക്കുന്നുണ്ടു്; ആ നഷ്ടത്തെ പരിഹരിക്കുവാനായിട്ടു് അവനു് പാട്ടത്തിൽ കുറവുചെയ്തുകൊടുക്കണമെന്നാണു്. അതിനു് ഗവർമ്മെണ്ടുഭാഗത്തുനിന്നും എതിർപ്പുണ്ടാകുമെന്നു എനിക്കു ബോദ്ധ്യമില്ല. ഇങ്ങിനെയുള്ള അവസരങ്ങളിൽ ഗവർമ്മെണ്ടിലേക്കുസ്ഥലം എടുക്കുന്നതുകൊണ്ടു കുടിയാനു നഷ്ടപ്പെടുന്ന ഭൂമിയുടെ നഷ്ടമനുസരിച്ചുള്ളപാട്ടം വകവെച്ചുകൊടുക്കുന്നതിനുവേണ്ടി ഇന്നലെ ഈ സഭ ഒരു ഭേഗതി പാസ്സാക്കീട്ടുണ്ടു്. അതുപോലെതന്നെ സ്വാഭാവികമായിട്ടു, ഒരു കുടിയാന്റെ ശക്തിയിലും കവിഞ്ഞുണ്ടാകുന്ന ഒരു നാശത്തിനു് ജന്മി തീർച്ചയായും അനുകൂലിക്കേണ്ടതാണു്. കുടിയാന്റെ ഉപേക്ഷകൊണ്ടുണ്ടായിട്ടുള്ള ഒരു നാശമല്ല ഇതു്. ഇങ്ങിനെയുള്ള കായ്ങ്ങളിൽ മുഴുവൻപാട്ടവും വസൂലാക്കുകയാണെങ്കിൽ അതു വലിയ അനീതിയായിരിക്കും. ഇതു് എനിക്കുതന്നെ സ്വയം അനുഭവപ്പെട്ടിട്ടുള്ള ഒരു സംഗതിയാണു്. മാനാശ്ശേരി മുതൽ തെക്കോട്ടു ചെല്ലാനം വരെയുള്ള കടലോരത്തു കൊല്ലംതോറും കടൽ ആക്രമണം നിമിത്തം വളരെ കുടിയാന്മാർക്കു ഇങ്ങിനെയുള്ള നഷ്ടങ്ങൾ സംഭവിച്ചുകൊണ്ടിരിക്കുന്നുണ്ടു്. ആ നഷ്ടം പരിഹരിക്കുവാനായി പാട്ടത്തിൽ ഇളവു ചെയ്തുകൊടുക്കാത്തപക്ഷം കുടിയാനു് വസ്തു

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കൈവശംവെച്ചു് നടക്കുവാൻ സാധിക്കാതെവരുന്നതാണു്. മുമ്പു് ഒരേക്കറോളം ഭൂമി പാട്ടച്ചീട്ടുപ്രകാരം കൈവശമുണ്ടായിരുന്ന കുടിയാന്മാക്കു് അതു് ഇപ്പോൾ അഞ്ചുസെന്റു വീതമായിക്കുറഞ്ഞുപോയിരിക്കുന്നു. അങ്ങിനെയിരിക്കെ ഇന്നും ഒരേക്കറിനുള്ളപാട്ടം ആകുടിയാൻ കൊടുക്കേണ്ടിവരുന്നുവെങ്കിൽ അതു് അനീതിയായിരിക്കുമെന്നാണു് എന്റെ അഭിപ്രായം.

മറ്റൊരുഭേദഗതി ഇവിടെകൊണ്ടുവന്നിരിക്കുന്നതു് ഏതാണ്ടു് ഇന്നലെ കൊണ്ടു വന്ന പ്രമേയത്തിലെ തത്വത്തെ അടിസ്ഥാനപ്പെടുത്തിയുള്ളതാണു്. ഒരു കുടിയാൻ ഫ 0 ൭-ന മുമ്പായിട്ടു് എഴുതിക്കൊടുത്തിരിക്കുന്ന പാട്ടച്ചീട്ടുപ്രകാരം ഉള്ളപാട്ടം പണമായിട്ടു തന്നുകൊള്ളാമെന്നു ജന്മിയെ അറിയിക്കുന്ന പക്ഷം സാധനമായിട്ടു കിട്ടണമെന്നു ജന്മിനിബ്ബന്ധിക്കരുതെന്നാണു്. ഇതു് ഏറ്റവും അത്യാവശ്യമായിട്ടുള്ള ഒരു ഭേദഗതിയാണു്. വെറുംപാട്ടക്കുടിയാൻ ബിൽ പാസ്സാക്കുന്ന അവസരത്തിൽ ഞങ്ങൾ ഇതിനെപ്പറ്റി വളരെ ശക്തിയായി മുറവിളികൂട്ടിട്ടുള്ളതാണു്. ആ ബിൽ ഏതു തരത്തിലാണു് ഇവിടെ പാസ്സാക്കിയതെന്നു്, ഈ സബ്ജക്ടുകമ്മിറ്റി ഏതു തരത്തിലാണു് അന്നു് ബില്ലിൽ ഉൾപ്പെടുത്തിയതെന്നുള്ളതു് ഈ സഭ ഇതിനുമുമ്പെതന്നെ മനസ്സിലാക്കിക്കഴിഞ്ഞിട്ടുള്ളതാണു്. പീരങ്കിയുടെ മുമ്പിൽ കൊണ്ടുനിറുത്തിയാൽ പുറകോട്ടു പോകാതെയുള്ള ധൈര്യം ഈ വിഷയത്തിൽ നമ്മൾ കാണിച്ചാൽ മാത്രമേ വെറുമ്പാട്ടക്കുടിയാന്മാക്കു ശരിയായ സ്ഥിരാവകാശം സ്ഥാപിതമാകുകയുള്ളു. ഇപ്പോൾ കിട്ടിയിരിക്കുന്ന സ്ഥിരാവകാശം വാസ്തവത്തിൽ പ്രത്യേകിച്ചും, കൊച്ചികണയന്നൂർ താലൂക്കിലെ കുടിയാന്മാരെ സംബന്ധിച്ചിടത്തോളം നാശഗർത്തത്തിലേക്കാണു് തള്ളിയിട്ടുള്ളതു്. വാസ്തവംപറയുകയാണെങ്കിൽ യാതൊരുവിധത്തിലുള്ള സ്ഥിരാവകാശവും അവക്കില്ലാതെയായി തീർന്നിട്ടുണ്ടു്. നൂറുക്കു തൊണ്ണൂറിഅഞ്ചു ശതമാനത്തിന്റെയും സ്ഥിരാവകാശം നഷ്ടപ്പെട്ടിട്ടുണ്ടെന്നാണു് എന്റെ ബോദ്ധ്യം. ഇന്നത്തെ സാധനങ്ങളുടെ വില നിർണ്ണയമനുസരിച്ചു് കുടിയാനു് വസ്തുവിന്റെ പാട്ടം കൊടുക്കുവാൻ സാധിക്കാത്ത നിലവന്നിട്ടുണ്ടു്. ഓരോ പാട്ടച്ചീട്ടുകളും എടുത്തുനോക്കുന്നപക്ഷം നാലു ഗഡുവുകളായി കൊടുക്കത്തക്കവണ്ണമാണു് പാട്ടം നിശ്ചയിച്ചിട്ടുള്ളതെന്നു മനസ്സിലാകും. കഴിഞ്ഞ കുംഭോസത്തിൽ വന്ന നിയമംമൂലം ആദ്യത്തെ ഗഡുവു് അവർ കൊടുക്കേണ്ടതായിട്ടുവന്നു. അതുകൊണ്ടു് അവനു കുടിശ്ശികയായിട്ടുവന്നു. കുടിശ്ശിക വരുത്തിയ കാരണത്താൽ അവനെ ഒഴിവാക്കേണ്ട സ്ഥിതി ജന്മിക്കു് ബിൽകൊണ്ടു് അനുവദിച്ചിട്ടുണ്ടു്. അപ്പോൾ അവനു് ഉള്ള അവകാശവും നശിച്ചു. പിന്നെ അവനു് ജന്മിയുടെ വല്ല അനുകമ്പയുണ്ടായാൽ മാത്രമെ രക്ഷയുള്ളു. സാധനങ്ങൾക്കു് കൂടുതൽ വില കിട്ടാൻപോകുന്ന ഒരവസരത്തിലാണു് കുടിയാനു് ഇങ്ങിനെ സംഭവിക്കുന്നതെന്നുണ്ടെങ്കിൽ അതു അവനു് ഒരു തീരാനഷ്ടവുമായിരിക്കും. പിന്നെ ഇതിനെ സംബന്ധിച്ചു് മറ്റു പല സംഗതികളും ഇതിന്റെ അവതാരകൻ ഇവിടെ പ്രസ്താവിച്ചിട്ടുള്ളതുകൊണ്ടു് ഞാൻ ഇതിൽ കൂടുതലായി ഒന്നും പറയുവാനുദ്ദേശിക്കുന്നില്ല. ഞാൻ ഇതിനെ ശക്തിയായി പിൻതാങ്ങിക്കൊള്ളുന്നു.

Mr. K. T. Achyutan *(Ezhuvas-Talappalli)*: Sir, I also support this amendment. All the arguments advanced by the mover might have convinced the House about the urgent necessity of introducing such an amendment at this stage even. We are aware that any Bill or any Act will not be complete when it becomes law at the time. There may be greater developments. So also after the Verumpattamdars Act was enforced, for the last one year we people find that it is very necessary as regards the particular sections are concerned to table amendments and to bring forth all those amendments in the form of an amending Bill and to consider the desirability or urgent necessity of seeing that that also becomes part of that Act. I do not want to enunciate all the reasons here. As regards section 3—erosions and those things—it stands to natural justice, because where there is no land or when there is no cultivable area to be cultivated, how can the landlord demand the whole pattam for the particular portion? It stands to justice. Every ordinary human being can understand the reason and justice in that. Moreover, today we have passed a Bill which was introduced by the Government to the effect that if a portion of of the land has been acquired by the Government under the Land Acquisition Act there must be a proportionate reduction of pattam. I think there cannot have any cogent or weighty reasons to oppose that amendment. As regards the amendment to section 4—I think there are also not very strong reasons to oppose it. Before 1107 when we take the whole period there will be different variation in the price of cocoanuts. But the jenmi will be always on the watch to see that when there is a rise in price of produce he will insist for the increase of pattam. So also when there is a reduction in the price of commodity the tenants also will see that there should

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be a natural reduction in the pattam. So before 1107 from 1050 even, there will be a natural working and adjustment in the amount of pattam between the jenmi and the tenants to come to a point by which pattam may be fixed. Then after 1107 which was unprecedented there was a serious depression so far as the prices of commodities are concerned. The Mover of the amendment has taken particular care to see that these two forces of interests of the landlord and the tenant might have worked equitably and the pattam fixed would be equitable pattam till that time. Therefore if the Government considered the desirability of accepting that particular provision, I think there cannot be any injustice to the detriment of the landlord.

As regards section 6—deposit in court, the only reason that the Government can advance or the opposers of this Bill can advance is that the landlord will not be in a position to receive pattam within the stipulated time as also he cannot get possession of the properties. I say the court will consider all these aspects. In considering all these aspects and in giving time the court will not grant time if the landlord proves that he has no means of maintaining himself. Therefore the amendment clearly says that the court must be given full discretion in the matter of granting time. If for any silly reason the tenant does not pay and the jenmi really needs it the court will not delay the matter. It will not grant even a single day's time for the payment of pattam. There is nothing to show that the courts will delay the matter and put difficulties in one way or other.

As regards the other sections it is only mere indications for the landlord to see that his promises are kept and not unduly trouble the tenant if he has been evicted for building purposes by the landlord. It will not enure to the detriment of any one. I hope the Government will not oppose the Bill at this stage.

മിസ്റ്റർ സി. വി. ഇയ്യു: സർ, ഈ ബില്ലിനെ ഞാൻ ഹാർദ്ദമായി അനുകൂലിക്കുന്നു. ഈ ബില്ലിലെ വ്യവസ്ഥകൾ ഓരോന്നും വെവ്വാട്ടുകുടിയാൻ നിയമംമൂലം കുടിയാന്മാർക്കു് ലഭിച്ചിട്ടില്ലാത്ത ഇണങ്ങൾ ഉണ്ടാക്കുവാൻ ഉള്ളതല്ല, കർഷക കുടിയാനു അത്യാവശ്യം വന്നുകൂടീട്ടുള്ള ദോഷങ്ങളെ ഓരോന്നായി പരിഹരിക്കുവാൻമാത്രമുള്ളതാണു്. (ഹിയർ, ഹിയർ) ഇതിനെ സ്വാഗതം ചെയ്യേണ്ടതു് ഗവൺമെൻറിനേറെയും പൊതുജനപ്രതിനിധികളുടേയും കടമയാണു്. യാതൊരു നിയമവും ആദ്യം ഉണ്ടാക്കുമ്പോൾ പരിപൂർണ്ണമായി യാതൊരു തെറ്റും ഇല്ലാത്തതായി പരിണമിക്കുന്നതല്ല. ഒരു നിയമനിർമ്മാണം കഴിഞ്ഞു് അതിലെ വ്യവസ്ഥകൾ പ്രവൃത്തിപരിചാടിയിൽ വന്നതിൻെറ ശേഷം ഓരോ അവസരങ്ങളിലും കാണുന്ന ബുദ്ധിമുട്ടുകൾ ഓരോന്നായി പരിഹരിക്കാവു് എല്ലാ പരിഷ്കൃത ഗവൺമെൻറുകളുടേയും നിയനിർമ്മാണസമിതികളിലും നിയമനിർമ്മാതാക്കളിലും സാധാരണ കണ്ടുവരാവുള്ള ഒരു നടപടിയാണു്. അതുകൊണ്ടു് ഈ ബിൽ ഇവിടെ അവതരിപ്പിച്ചിട്ടുള്ളതും യാതൊരു വിധത്തിലും അസ്ഥാനത്തിലല്ല. കാഷ്കികാശപാസനിയമം ഇവിടെ അവതരിപ്പിക്കുകയും പാസാക്കപ്പെടുകയും ചെയ്ത അവസരത്തിൽ അന്നത്തെ ദിവാൻ പ്രസിഡണ്ടു് ആ ബില്ലിൻെറ പ്രവർത്തനത്തിൽ.....

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri):* I raise a point of order. As per the ruling given by the Hon'ble Chair the other day even with reference to question time that an Hon'ble Member who knows to speak in English cannot speak in Malayalam and that is being followed. That is the point of order.

Mr. C. V. Iyyu *(Kunnamkulam):* Even after that, speeches in Malayalam were being conducted by members who knew to speak in English.

Mr. V. K. Bhaskara Menon *(Cranganur):* But no point of order was raised then.

Mr. Deputy President: If the Hon'ble Member feels diffident to speak well in English he can have the course to speak in Malayalam.

Mr. V. K. Bhaskara Menon *(Cranganur):* That point was specifically brought to the notice of the Chair, that it was the practice here that members who cannot talk well in English can talk in Malayalam. In spite of that the Diwan President was pleased to rule.

Mr. A. Eachara Menon *(Chittur-Rural):* There was no rule. When Mr. Narayana Ayyar was the Diwan President one gentleman was speaking in Malayalam and another man raised a point of order. ഇംഗ്ലീഷിൽ ശരിക്കു പറഞ്ഞു മനസ്സിലാക്കുവാൻ സാധിക്കയില്ലെങ്കിൽ മലയാളത്തിൽ പ്രസംഗിക്കാമെന്നു പറഞ്ഞിട്ടുണ്ടു്.

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri):* I was called to order twice even at question time.

Mr. C. V. Iyyu *(Kunnamkulam):* I do not want to put the House in a delicate position. I will speak in English.

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Then the Diwan President said, that the Agriculturists Relief Act will be amended from time to time when necessities arise and when it is worked. Of course the Government has made several amendments. This House has brought to the notice of the Government certain amending Bills some have been accepted. Probably most of them have been rejected. This Bill is necessitated under the present situation which is created after the passing of the Verumpattamdars Act during last year. I therefore request that the House will be pleased to vote for every section of the Bill and see that this Bill is passed into law. I appeal also to the Government not to oppose this measure. In connection with the payment of pattam in kind Mr. Ezhuthassan has plainly made the House to understand that many of the landlords do not give due consideration to the measurement of grain and sometimes use the measures to extort more of rent in these hard days when the prices of grains are very high. The tenant ought to be given the option to remit the pattam in money at the rates fixed by the Government from time to time and the provisions of the Act may have to be enforced as long as the conditions of the foodstuffs remain in the same state as it is now. Not only that, it must be a longstanding legislation so that the tiller of the soil may be benefited and more of food products be produced in the land because the tiller of the soil must always feel that he has always a fair deal and that he is entitled to a fair deal. In that case alone the produce of the land can be enhanced by greater application of manure and toiling in the earth. This only will complete the good work begun by the Verumpattamdars Act. With these few words I wish that both the Government and the House will be convinced of the necessity for such a legislation and see that it is passed by this House, and that it comes into the Statute Book.

Mr. A. Eachara Menon *(Chittur-Rural):* Let us take the case of a small landholder. He has let his land on rent as a compact area. If an erosion comes he must be asked to lessen the rent for so much area in which the erosion has taken place. That is good for the tenant, but what about the landlord under the Act as it now stands the landlord cannot enter the lands. He is not satisfied with what rent tenant is giving him.

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri) :* You cannot enter the land.

Mr. A. Eachara Menon *(Chittur-Rural):* I can walk along but cannot touch it as long as the Act is there. And the tenant is not in a position to improve the land destroyed by the erosion. In the meanwhile there will be another erosion and consequent reduction of rent and so on. In the end I will lose the proprietory right of that land and nobody is the owner of it. It is waste to the people at large and it is a loss to the landholder. So I think that as long as something is not done to allow the landholder to enter the land and repair it, allowing the tenant to lessen the rent by any amount will be a great loss to the land holder.

Mr. V. K. Bhaskara Menon *(Cranganur):* You bring an amendment.

Mr. A. Eachara Menon *(Chittur-Rural) :* Let us not have this amendment. Why should I bring an amendment ? And I was told that it is equitable. The Hon'ble Member for Adur said that it is nothing but equity. It is enjoyable by one side alone. That is not equity. The other point is that 3 months' time was not sufficient. The tenant is to give us pattam by the end of Kanni. He is given 3 months' time more. If he did not pay by the end of Kanni, Thulam and Vrischigam how am I to eat? I must have paddy to eat. He is not willing to give it. If he is given this power, he will try to carry it on and the vakils may try to get at least one year's time to the tenant. So, it is not possible.

Mr. Joseph Pettah *(Adur):* It does not depend upon vakils. I said it is equitable because it is to be exercised by the court.

Mr. A. Eachara Menon *(Chittur-Rural) :* We all know what the court is for. The court must oblige the vakils.

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri):* It is a reflection on the court.

Mr. A. Eachara Menon *(Chittur-Rural):* There is no reflection upon the court. That is what is obtaining.

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri):* Question.

Mr. V. K. Bhaskara Menon *(Cranganur) :* Where ?

Mr. A. Eachara Menon *(Chittur-Rural):* Every where. So, if he does not give pattam within three months the jenmi will have to fast. Is it equitable ? Should he not eat ?

The other thing is tenant should be allowed to send the rent in money. In these days when there is ration, if he gets money, how can he get paddy ?

Mr. C. V. Iyyu *(Kunnamknlam) :* How do others get ? Government is supplying rations.

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Mr. A. Eachara Menon *(Chittur-Rural):* The man who has rice of his own cannot eat! He must go to a shop and buy! The other is it is equitable that the jenmi should give a receipt for what the tenant pays. That I can admit. But to compel a jenmi to give a receipt is not good. Suppose he does not give the receipt. 90 per cent of the jenmies do not give receipts usually, that was what the proposer of the amendment said. It is just the other way. 90 per cent of the tenants do not give pattam regularly.

Mr. Joseph Pettah *(Adur):* He wanted that receipt should be given only when pattam is given.

Mr. A. Eachara Menon *(Chittur-Rural):* That is what I said. That is the only equitable thing that you said. Therefore, I do not think that these amendments, if passed, would be equitable and would not be injuring the landlord. So I oppose it.

മിസ്റ്റർ കെ. എസ്സ്". പണിക്കർ: സർ, ഞാൻ ഈ ഭേദഗതിയെ ഹാർദ്ദമായി അനുകൂലിക്കുന്നു. ഈ ബിൽ പാസ്സായാൽ ജന്മികൾക്കൊക്കെ പട്ടിണികിടക്കേണ്ടിവരുമെന്ന ഭയമാണ് എന്റെ സ്നേഹിതൻ ബഹുമാനപ്പെട്ട ചിറ്റൂർ മെമ്പക്കുണ്ടായതു".

മിസ്റ്റർ എ. ഈച്ചരമേനോൻ: ചില ജന്മികളെ പട്ടിണി ബാധിക്കുമെന്നാണ് പറഞ്ഞതു."

മിസ്റ്റർ കെ. എസ്സ്" പണിക്കർ: സാധുക്കളായ വെമ്പാട്ടുകുടിയാന്മാർ പ്രയത്നംചെയ്യു ജന്മികളെ പുലർത്തുന്നവരും, കൊട്ടാരത്തിന്റെ മുകളിൽ ഇലക്ട്രിസിറ്റി പങ്കുവെച്ചു സുഖമായി ജീവിക്കുവാനുള്ള സൌകര്യം ജന്മികൾക്കു ഉണ്ടാക്കിക്കൊടുക്കുന്നവരുമാണ്. അങ്ങിനെയുള്ള കുടിയാന്മാക്കുണ്ടാകുന്ന നഷ്ടങ്ങളിൽ യാതൊരുവിധത്തിലും അനുകമ്പ പ്രകടിപ്പിക്കുവാനുള്ള മനഃസ്ഥിതി ജന്മികൾക്കുണ്ടാകരുതു് എന്നു് വിചാരിക്കുന്നുണ്ടെങ്കിൽ അതു് ഏറ്റവും കഷ്ടതരമാണെന്നേ ഞാൻ പറയുന്നുള്ളു. സ്ഥലങ്ങൾ കടലെടുത്തുപോകുകയൊ പുഴയിടിഞ്ഞു ഭൂമികൾക്കു നാശംവരുകയൊ ചെയ്താൽ അതിനു പാട്ടം കുറവുചെയ്തു കൊടുക്കണമെന്നുള്ളതാണ് ഒരപേക്ഷ. അതു് ചെയ്യുവാൻ ബഹുമാനപ്പെട്ട ചിറ്റൂർ മെമ്പർ അനുവദിക്കുമെന്നു ഞാൻ വിശ്വസിക്കുന്നു.

മിസ്റ്റർ എ. ഈച്ചരമേനോൻ: അതു വേണ്ടതാണ്".

മിസ്റ്റർ കെ. എസ്സ്". പണിക്കർ: പാട്ടം മണി ആർഡർ അയച്ചിട്ട ചിലർ അതു സ്വീകരിക്കുകയും ചിലർ അതു സ്വീകരിക്കാതെ മടക്കി അയക്കുകയും ചെയ്യുന്നുണ്ടു". പട്ടിണികിടക്കാതിരിക്കണമെന്നു വിചാരമുള്ള ജന്മിയാണെങ്കിൽ അതു ചെയ്യുമോ? കുടിയാന്മാർ പാട്ടസംഖ്യ മണി ആർഡർ അച്ചയതു് അഞ്ചൽ ശിപായിയൊ പോസ്റ്റ് ശിപായിയൊ കൊണ്ടുവന്നു കൊടുത്താൽ അതു കയ്യൊറാതെ മടക്കി അയക്കുന്നതു് മനഃപൂർവ്വം കുടിയാനെ വസ്തുവിൽനിന്നു ഒഴിവാക്കണമെന്നുള്ള ദുഷ്ടവിചാരംകൊണ്ടല്ലേ?

മിസ്റ്റർ എ. ഈച്ചരമേനോൻ: ഈ നിയമം പാസ്സായതിനുശേഷം ആരെങ്കിലും അങ്ങിനെ ചെയ്തിട്ടുണ്ടോ?

മിസ്റ്റർ കെ. എസ്സ്". പണിക്കർ: എത്രയൊപേർ അങ്ങിനെ ചെയ്തിട്ടുണ്ടു".

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri):* I raise a point of order that the discussion is descending to the level of a discourse between two memebrs. Is it parliamentary?

Deputy President: Mr. Panicker may continue.

മിസ്റ്റർ കെ. എസ്സ്". പണിക്കർ: ചില ജന്മികൾ പാട്ടം മേടിച്ചു രശീതു കൊടുക്കാതെയിരിക്കുന്നുണ്ടു". നിർബ്ബന്ധമായി ജന്മിയോടു് രശീതു തരണമെന്നു സാധാരണ കുടിയാൻ പറയുകയില്ല. ജന്മികൾ പാട്ടം വാങ്ങിച്ചു കുടിയാനോടു പോയിക്കൊള്ളാൻ പറഞ്ഞാൽ രശീതു കിട്ടാതെ പോകയില്ല എന്നു കുടിയാൻ പറയുകയാണെങ്കിൽ എത്ര ശക്തനായ കുടിയാനായാലും വേണ്ടില്ല ജന്മിയുടെ ശക്തികൊണ്ടു അവർ വെറുതെ മടങ്ങിപോകേണ്ടിവരും എന്നാൽ അതിനു കോടതിയിൽ വരുമ്പോൾ വലിയ ആളുകൾ അസത്യംപറയുന്നതു് സത്യമാണെന്നും സാധാരണ ആളുകൾ സത്യം പറയുന്നതു് അസത്യമാണെന്നും വിശ്വസിക്കുന്നതിനേ അവകാശമുള്ളു.

മിസ്റ്റർ എം. ശിവരാമമേനോൻ: അങ്ങിനെയൊന്നും പറയുകയില്ല.

മിസ്റ്റർ കെ. എസ്സ്". പണിക്കർ: അങ്ങിനെയുള്ള പല ജഡ്ജിമെൻറുകളും ഞാനെടുത്തു കാണിച്ചുതരാം.

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മിസ്റ്റർ എ. മാധവപ്രഭു :നേരെമറിച്ചുള്ളതുമുണ്ട്.

മിസ്റ്റർ കെ. എസ്സ്. പണിക്കർ : മിക്കതും കണ്ടുവരുന്നതു് ഇങ്ങിനെയാണു്. അതുകൊണ്ടു് പാവപ്പെട്ട ജനങ്ങൾ ഏതെങ്കിലും വിധത്തിലുള്ള ഒരു ലക്ഷ്യം കയ്യിലിരിക്കുമല്ലൊ എന്ന കരുതിയാണു് പാട്ടം മണിഓർഡർ ചെയ്യുന്നതു്. എന്റെ അറിവിൽ അനേകമാളുകൾ പണം മണിഓർഡർ ചെയ്തിട്ടു് ജന്മികൾ സ്വീകരിക്കാതിരുന്നിട്ടുണ്ടു്. മേടിക്കുന്ന പണത്തിനു രശീതു കൊടുക്കണമെന്നു പറയുന്നതിനോടു് ബഹുമാനപ്പെട്ട ചിറ്റൂർ മെമ്പർ യോജിച്ചതിൽ എനിക്കു സന്തോഷമുണ്ടു്.

നമ്മുടെ രാജ്യത്തു കോൾകൃഷിയുണ്ടു്. കാലവർഷക്കാലത്തു കൊല്ലത്തിലൊരിക്കൽ കൃഷി ചെയ്യുന്ന നിലങ്ങളാണു് കോൾനിലങ്ങൾ. സാധാരണയായി ആ കൃഷി പിഴച്ചുപോയാൽ പിന്നത്തെ കൃഷിവരെ അതിന്റെ പാട്ടം ജന്മികൾ ഇളവുചെയ്തു കൊടുക്കാറു പതിവുണ്ടു്. അവക്കറിയാം വളരെ സംഖ്യ ആ കടിയാന്റെ കയ്യിൽനിന്നു മാടത്തിന്നും പമ്പുചെയ്തു വെള്ളം കളയുന്നതിന്നും ചിലവായിട്ടുണ്ടെന്നു്. അടുത്ത കൃഷിയുടെ വിളവെടുക്കുമ്പോൾ ജന്മിക്കു കൊടുക്കാനുള്ളതു് കൊടുത്തു തീക്കാറാണു് പതിവു്. എന്നാൽ കഴിഞ്ഞ കൊല്ലത്തിൽ അകാലവർഷത്താലും അതിവർഷത്താലും കോൾകൃഷി നശിച്ചുപോയി. അതുമൂലം അവർക്കു ധാരാളം നഷ്ടം വന്നിട്ടുണ്ടു്. ആ നഷ്ടത്തിന്നും പുറമെ അവരുടെ കയ്യിൽനിന്നും പണമെടുത്തു പാട്ടം കൊടുക്കാത്തതിനു ജന്മികൾ വസ്തു ഒഴിപ്പിക്കുകയാണുണ്ടായതു്. ഇങ്ങിനെയുള്ള പല ജന്മികളുമുണ്ടു്. അതിനെ പരിഹരിക്കുവാനുള്ള ഉദ്ദേശത്തോടുകൂടിയാണു് വെരുമ്പാട്ടക്കുടിയാൻ നിയമം ഇവിടെ പാസാക്കുന്നതെന്നുണ്ടെങ്കിൽ അതിന്റെ യഥാർത്ഥ്യം വെരുമ്പാട്ടക്കുടിയാനുണ്ടാകുന്നതിനുവേണ്ടിയാണു് ബഹുമാനപ്പെട്ട വടക്കാഞ്ചേരി മെമ്പർ ഈ ഭേദഗതി ഇവിടെ കൊണ്ടുവന്നിട്ടുള്ളതു്. അതുകൊണ്ടു് ട്രഷറിബഞ്ചിൽനിന്നു അനാവശ്യമായ വാദകോലാഹലങ്ങൾക്കിടവരുത്താതെ, ദയവുചെയ്തു, യാതൊരു എതിർപ്പുംകൂടാതെ ഇതു പാസാക്കണമെന്നപേക്ഷിച്ചുകൊണ്ടു് ഞാൻ ഈ ഭേദഗതിയെ ബലമായി പിന്താങ്ങിക്കൊള്ളുന്നു.

Mr. M. Sivarama Menon *(Advocate-General:)*: Sir, some of the provisions of this amendment will appear to be so harmless on their face that one is tempted to give a large measure of support on a mere perusal of the Bill. But I shall try as far as possible to show that most of the provisions contained in this Bill are unnecessary and that some of the provisions are not acceptable, regard being had to the interests of both parties concerned.

The Hon'ble Mover began by saying that retrospective operation was promised for the verumpattamdars Act. I need not answer that point because there is no amendment before this House intended to give retrospective operation to any of the provisions of the Act. Therefore, I do not feel it my duty, nor am I called upon to answer that observation which was made purely as a prelude to place the matter before the House.

The first amendment relates to the grant of remission of proportionate pattam when lands are destroyed either by erosions by sea or river or when they become unfit for the purpose of the lease by natural causes beyond the control of anybody. One argument that was availed of by the Hon'ble Mover to support his amendment was that Government themselves have provided in an amending Bill wherein there is provision to the effect that when the land is acquired by Government, proportionate reduction of pattam shall be given to the verumpattamdar in prportion to the yield that he suffers by the acquisition. Undoubtedly on the first statement it will appear that it is an argument which will support his plea. But I shall bring to ths notice of this House that there is a vital difference. The difference is this. In the case of an acquisition under the Land Acquisition Act the property or the slice of it which is acquired goes out of the possession of the verumpattamdar. It also goes out of the entire rights possessed by the jenmi over that property and the Government becomes the absolute owner of that property free of all encumbrances. In the case of an erosion by sea or loss on account of natural causes beyond the control of the tenant, there is no provision in this bill by which, whatever the residuary rights be, the tenant loses such rights over the land. They are not then automatically relinquished in favour of the jenmi. If 10 acres of land are comprised in a lease deed and if 5 acres of that land are subjected to erosion by sea, then the tenant does not lose his right over the 5 acres of land, comprised in the lease deed and which is subject to erosion. Even though the purpose of the lease has been to take the usufructs of the property at the time the lease was granted and though the erosion caused by the sea has disabled him from realising any income out of the produce of the cocoanut trees, still, he will be in a position to make use of that portion of the land eroded by sea for certain other purposes. For instance in the coastal tracts you can easily find several persons

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carrying on the avocation of taking shell fish "കക്ക" (*Laughter*). What I say is, you must be consistent. Why does not the amendment make a provision, that the jenmi shall give remission subject to the surrender of that portion of the land by the tenant ?

Mr. C. V. Iyyu *(Kunnamkulam):* Might be possible that the land may come back again.

Mr. M. Sivarama Menon *(Advocate-General):* That is the next argument. I only suggest one instance to show that that land can be utilised in other ways.

Secondly, the land which is eroded by the sea today, may again come up. Then the tenant can enjoy it. So that the net result of the destruction of the land by the action of God is this:— The jenmy is not given back the land and the tenant retains it with him. Under these circumstances, what is the general law that exists in regard to cases of this nature as enacted in the transfer of Property Act. Now, the provisions of the Transfer of Property Act are not applicable to agricultural leases. You may be pleased for a moment to refer to section 105, sub-clause (*e*). In determining the liabilities and rights of the lesser and lessee it is stated therein.—

"If, by fire, tempest, or flood or violence of an army or of a mob, or other irresistible force, any material part of the property be wholly destroyed or rendered substantially and permanently unfit for the purpose for which it was let,the lease shall, at the option of the lessee, be void."

The whole lease can at the option of the lessee be void. The whole lease shall at the option of the lessee be void because the contract is one and indivisible. It cannot be split up into several portions. The law gives you the right to avoid the lease in toto. As a matter of justice, equity and good conscience this principle will be applied by courts to agricultural leases as well. The Chief Court has applied this principle in the case reported in 7 Cochin 128. In the case of kanam, holdings there is a provision for relief in respect of lands which have been subjected to sea erosion and losses on account of causes beyond the control of the tenant. The Tenancy Committee which has been constituted by Government to consider the amendment to the Tenancy Act are actually considering this question now in all its aspects. The Hon'ble Member Mr. K. Narayana Menon from Vadakkancheri had sent in a Bill more or less of this nature and when referring to that Bill I had occasion to bring to the notice of the committee the existence of this complaint. We are considering all these important questions. A rough draft has been prepared and this amendment as it stands is unacceptable, because it only entails upon the jenmi the duty of giving revision. It costs no corresponding obligation upon the tenant to relinquish his rights at least so far as the lands which have become useless are concerned. Such a provision cannot exist, because it is in derogation of the provisions of the Transfer of Property Act. The Tenancy Committee is bestowing their very anxious consideration upon these aspects of the question.

Then the second amendment tabled, is in clause 4. That clause relates to the much vested question of the conversion of the pattam payable on the basis of the price of cocoanuts prevailing on the date of the lease, and the option of the tenant to pay either the money value of the cocoanuts at the present pevailing market rates or cocoanut in kind. It was only yesterday or the day before, that a resolution tabled by the Hon'ble Member Mr. Peter regarding this matter was voted against by this House. This involves no doubt the same principle but in a lesser degree. The purpose of both is the same. The purpose is only to see that only a lesser amount of pattam is to be paid. It is not wise to tackle this question in a haphazard fashion. If you want to do justice, it ought to be justice to all. Here you are going to make an invidious distinction between tenants who have executed lease deeds prior to 1107. Now there would have been an year before 1107, when the prices of cocoanuts might have been Rs. 9 and a month after that, the price of cocoanuts might have been Rs. 7. Therefore there is no uniform standard. The mover has pitched upon the depression period. No principle is involved in this amendment except that as far as possible the tenant need pay only less.

Then with regard to the next amendment, that is section 8, it is a very tempting section, because the argument is that power is given to the court to condone the forefeiture. The court is a court of justice and equity and therefore why should anybody fear? What is the provision in the Transfer of Property Act? The Transfer of Property Act says that if forfeiture is incurred on account of the non-payment of pattam and if the jenmi sues the tenant, if on the first hearing date you deposit the amount or furnish security for the payment of the entire arrears and costs within 15 days, the court may condone the forfeiture. Now 3 months' time is vouchsafed to the tenant to make the payment. That is what the Verumpartamdars Act has done. The Verumpattamdars Act has compelled the Jenmi not to institute suit for a period of 3 months from the due date. The cause of action has arisen on the breach of contract in the contract of tenancy— That is, if you have undertaken to pay pattam at a particular date and if you do not pay it on the

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due date there is a cause of action for the landlord to sue you. But now the landlord has to wait for a period of 3 months before filing a suit. Is that provision not intended to protect the interests of the tenant? But what is it that the Hon'ble Mover now wants? He wants to retain this three months' time intact. Then he wants to vest power in the court to grant time, not once, not even for such further time as the court may be pleased to grant. But in the provision in the Transfer of Property Act there is no scope for an extension of time and there is no such power given to the court for extending the time. It is left to the discretion of the court to grant the condonation of the forfeiture if within 15 days of the first hearing of the suit the whole amount is tendered or security is furnished. The next day after the default is committed the landlord will rush to court and then the tenant will have to hang upon the mercies of advocates or the exercise of discretion by courts in particular cases for his own deliverance; and it may be a case where as a matter of fact the tenant will be put to much expense and he may also be hard hit. 3 months' time the legislature has given you. Suppose your amendment is to the effect "take away the 3 months' time and introduce the provision in the Transfer of Property Act in the Verumpattamdars Act". There would have been some reason in support of it. But Government think that 3 month's time is a better safe gaurd and for the tenant than the benefit he may derive by risking a litigation with liability for costs.

മിസ്റ്റർ കെ. എസ്സ്. പണിക്കർ : On a point of information, Sir, ഈ കന്നി ന ഠ ാംന- വരെയുള്ള പാട്ടം കൊടുക്കുന്നതിന്ന ധന ന ഠ ാംന- വരെയാണിടയുള്ളത്. മകരത്തിലെ വി ളവെടുത്തിട്ട അതു കൊടുക്കുവാൻ സൌകര്യമില്ലാതെ വരുന്ന. മകരം ന ഠ ാംന-യോടുകൂടി യെ ആ വിളവെടുക്കുകയുള്ളു. ആ വിളവെടുത്തിട്ട കൊടുക്കുവാനുള്ള സൌകര്യം കിട്ടണമെ ന്നാണ് പറയുന്നതു.

മിസ്റ്റർ എം. ശിവരാമമേനോൻ : ഇപ്പോൾ ആ ആക്ട് പ്രകാരം മൂന്നമാസത്തെ ഇടയു ണ്ട്. അവിടന്ന ന മാസവുംകൂടി മേടിക്കുക. അതല്ലാതെ ആ സമയത്തിന്നശേഷം പിന്നെ കോടതിയിൽ പോകാനും അതിന്നശേഷം സമൻസ് നടക്കൽ നീട്ടിച്ചു നീട്ടിച്ചു ആദ്യവിചാ രണ വളരെ കാലം നീട്ടുവാനും പിന്നെ അതിന്നശേഷം കോടതിയിൽനിന്ന സമയം മേ ടിക്കുവാനും അല്ല പരിശ്രമിക്കേണ്ടതു.

Therefore, what I say is there must be reasonableness in the amendment. Say wholly that you want only the provision in the Transfer of Property Act. That you don't. The result will then be that the jenmi will rush to court the next day after the default is committed. Then what is the position? How much time can you get? Any suit for eviction of a Verumpattamdar will be quickly tried. Of course, it may take one month for the service of summons. The tenant is taking a bigger risk. You are only putting a premium upon the tenant to commit default and non-payment on the hope that he will get remedy in a court of justice. Now a tenant may commit default either because he is not able to pay money or on account of the loss or crops or for other reasons he is not able to pay it. As a matter of fact, when fixity is granted, his holding acquires a value in the market. Therefore, even if there is loss in produce he can easily raise that money from the open market. The legislature has done a great service to the tenant by giving statutorily the time-limit of 3 months, within which alone he has to pay. After that alone the jenmi will go to court. Are you going to abandon that time? Therefore, what I say is....

Here, on account of the anxiety of the Government to help the tenants this provision regarding 3 months was particularly inserted. Tenants are not there for putting petitions after petitions and paying advocates. It is not for that purpose that the tenant should exist. They are concerned with the cultivation of the soil and with the improvement of the lands that have been demised to them in the larger interests of the country as a whole and in their own interests with the sacred duty and liability to pay rent in time to the land-lord to enable him also to live by the income deriveable from his land.

You must guarantee him piece of mind. Even if he is in a position to pay the pattam today, he is given three months time. The granting of three months is certainly a great consolation for him, and if as a matter of fact you are taking away that right from him, you will be doing a great injustice to the tenants. What I ask is do you want the provision of three months or are you prepared to accept the provisions contained in the Transfer of Property Act.

Mr. P. Kumaran Ezhuthassan (*Vadakkancheri*): That is totally a different question.

Mr. M. Sivarama Menon (*Advocate-General*): There is no distrust in the courts intended by taking away the power of condonation. I took pains to explain the whole position even at the time when this provision was being discussed in the original Bill. But I am really pained

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to see that it has fallen on deaf ears. I may be wrong and you may be right. But in my heart of hearts I would say that the three months time granted is a precious right, a right which if taken away will allow the Jenmi to sue for the eviction of the tenant the very next day he commits default in the payment of pattam. I am sure in the long run the tenants will be put to a lot of suffering. Therefore I would in all earnestness say to the mover that it is better that he does not press upon this amendment.

Then the next amendment relates to the deletion of five years. The Hon'ble Mover of the Bill himself did not lay much stress upon this amendment. I do not find fault with him for that because the amendments are so many and so he focussed his attention on the more important provisions in the amending Bill. For the purpose of erecting a homestead, a tenant is evicted. The present law says that if he refuses to build the house within 5 years the property should revert to the original verumpattamdar. The Hon'ble Member wants to remove this time limit. This amounts to saying that even after 100 years the successors in interest of the verumpattamdar must be able to rehabilitate to the same position in which they were before that century. I think we must act as practical men. The Malabar Tenancy Act was also taken into consideration at the time of framing this Bill and the period of five years fixed seems to be reasonable for the purpose of the ordinary working of the provisions of this Act.

Then the next amendment relates to sections 16, 17 18 and 19. It was raised as a very strong argument by some Hon'ble Members—"Should not a jenmi grant a receipt to the tenant if he takes pattam?". Whoever said he should not grant a receipt. What is the residuary clause contained in the Verumpattamdars Act? Where there is any conflict or inconsistency between the provisions of this Act and the provisions of the Cochin Transfer of Property Act or the Cochin Tenancy Act, the provisions of the Verumpattamdars Act will prevail. The Tenancy Act has compelled the landlord to give a receipt. You may turn your attention kindly to chapter IV of the Tenancy Act. It is the same section practically that is copied in this Bill. Section 39 of the Tenancy Act says. "Every tenant paying rent, michavaram or puravaka dues shall be entitled to a receipt specifying—(*a*) a description of the holding in respect of which it is paid, (*b*) the date of payment, (*c*) the amount paid, (*d*) the period to which the amount paid relates and (*e*) the arrears, if any remaining due from the tenant after the said payment". There is already provision in the Tenancy Act compelling the Jenmi to give a receipt. What this amendment now seeks is to incorporate that section in the Verumpattamdar Act. That is the only position. Therefore by opposing this provision contained in the Bill it should not be supposed for a moment that the Government is against the Jenmi giving a receipt because that is the impression I see; it is never the intention. There should be proper vouchers and acquittances given for payments made and the law compels the landlord to issue a receipt. The Tenancy Act will come into operation with regard to this matter. I pointed out this at the time when the original Bill was under discussion and the Hon'ble Member admitted that these amendments were unnecessary. What has transpired, I ask, to change the opinion of that Hon'ble Member. Is there any decision of any court of law that since there is no provision in the Cochin Verumpattamdars Act for the grant of a receipt the landlord need not give a receipt. I challenge. If you portend several evils for yourselves, you yourself will be in darkness. Therefore you must take into consideration practical politics. Therefore I say the amendment is unnecessary, that it is contained in the Tenancy Act which is applicable to Verumpattams. I made a responsible statement. It pains me to see that an Advocate of Mr. Ezhuthassan's standing.....:.

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri)*: I am not an Advocate.

Mr. M. Sivarama Menon *(Advocate-General)*: should have found the neccssity of tabling such an amendment. The existing provision to my humble mind is clear and plain. Just for refreshing the memory of my Hon'ble friends here, I refer to the provision contained in the Verumpattamdars Act. Section 17 may please be looked into. "Where there is any conflict or inconsistency between the provisions of this Act and the provisions of the Cochin Transfer of Property Act or the Cochin Tenancy Act, the provisions of this Act shall prevail". Don't you see that? Therefore it is not at all a case of the Verumpattamdars Act saying that the landlord need not pass a receipt. The Tenancy Act says about the obligation of the landlord to pass a receipt and it is equally applicable in the case of the Verumpattamdars Act also. In the absence of any provision in the Verumpattamdars Act, the Tenancy Act will come into play. Therefore, I say that that section in the amending Bill is absolutely unnecessary. On wider principle, you may say that it is necessary for the purpose of making the Verumpattamdars Act self-contained. If that is the view, then I would say, there ought to be separate Acts for the different kinds of

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tenants, an Act for Kanamdars, an Act for Adimadars, an Act for Verumpattamdars, another Act for Customary Verumpattamdars, or a compendium of all the several kinds of tenure known and unknown. It may be possible when everything has been settled to have one Act divided into several chapters, one chapter for Kanamdars, one for Verumpattamdars, another for customary Verumpattamdars and so on and so forth and then each chapter will have to contain the same section that the landlord must give a receipt. That is mere duplication. Section 16 of the Bill says that "if the pattam is payable in money, it shall be paid at the residence of the lessor and if in kind at the residence of the granary of the lessor within the village in which the holding is situate and if there be no such residence or granary, at such place within the village as may be indicated by the lessor by notice in writing given to the Verumpattamdar". That provision already exists in the Tenancy Act. Section 17 also exists in the Tenancy Act. So also section 18.

The last section is section 19. That also you will find in the Tenancy Act but there is a small deviation, a deviation which has been very cautiously put by the Hon'ble Member. If the tenant wants to send a money order, there should be no material available to the court to decide as to whether the tenant was justified in having an impression of his own because what is put in here is "If the lessor refuses or the Verumpattamdar has sufficient reasons to think that the lessor would refuse to grant a receipt as provided in section 17, the Verumpattomdar shall be entitled to send by Money Order after deducting the charges for doing so.....". Now in the existing tenancy Act the section is "If the landlord refuses or neglects to grant a receipt as provided in section 39, the tenant shall be entitled to send by money order, after deducting the charges for doing so.....". What is the modification that is now sought to be introduced? If the tenant has got the impression that no receipt will be given, then he will be justified in sending the Money order. What an amendment! The impression of the tenant is to govern the right of the landlord! Is that what you mean? No argument is needed to repute this position. There has been a large outcry against the method of measurement of paddy—I mean no disrespect to any jenmi—there is a complaint about the measuring of paddy from a man's height, that is by putting the para lower down and measuring paddy into it from a man's height and that persons have been put to very serious inconvenience. Of course we are collecting evidence on this point. I can very well pay a complement to the Hon'ble Member for Mulakunnathukavu when I say that he is taking immense pains in the cause of the tenants. What I say is that he should go a step forward and take a more moderate stand between the Jenmi and the Tenant and try to evolve a set of amendments which cannot be reasonably opposed by the landlord class. In that case the Government will be at one with him because the Government has to hold the balance even between the Jenmies and the Tenants; in the larger interests of both. When the cause of the tenant is espoused there ought to be a consideration of the interest of the landlords as well. Therefore while protecting the interests of the tenant, you must do justice to the landlords also. That is the position which you should adopt. If in my characterisation of any of the amendments, I have wounded the feelings of the Hon'ble Member for Wadakkencherri, I hope, he will pardon me. Government are constrained to oppose the provisions contained in this Bill.

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri):* Mr. President, one passing reference. I never think that Hon'ble Member for Law can ever offend me, knowingly or unknowingly. I will dismiss that. And the burden of the song of the whole seeming opposition was that in the form in which it is brought, this is not acceptable. I am going to avoid the difficulty by saying that I do not persist that the Bill should be passed by the House in the form in which it is brought forward. I am immediately moving for a reference to a Select Committee, if this motion is carried. Therefore that argument is also met. Then with regard to the observations about the command to the Court, etc. I wish that the commands be so worded that they are easily acceptable without any chagring at all, even though they are bound to accept any command. So, with these observations, and without wasting further the time of the House, because I am very anxious to have the other Bill also taken up, I press this Bill to be decided by the House.

Motion put and carried

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Mr. M. Sivarama Menon *(Advocate-General)* : A Poll, Sir.

Ayes

Messrs. C. K. Nayar
P. Kumaran Ezhuthassan
K. Narayana Menon
K. Kunhirama Menon
Ephraim Ouseph
Joseph Pettah
K. S. Panikker
K. M. Ibrahim
Messrs. C. V. Iyyu
Thomas Karikkassery
K. R. Achyuthan
B. M. Peter
C. J. Luis
K. T. Achyuthan
P. K. Krishnan

Noes

Mrs. A. N. Menon
Messrs. A. Eachera Menon
P. V. Raphael
V. K. Aravindaksha Menon
Rao Sahib I. N. Menon
Rao Sahib Dr. T. Verghese
Mr. A. Madhava Prabhu
Rama Varmha Tampuran
Messrs. C. J. Mathew
B. V. K. Menon
M. Sivarama Menon
S. Venkiteswaran
Rao Sahib M. M. Paul
Khan Sahib Y. Mohamad Roshan Sahib Bahadur

Motion carried (15 for and 14 against)

Secretary to the Council : The title of the Bill is The Cochin Verumpattamdars Act (Amendment) Bill.

Mr. P. Kumaran Ezhuthassan *(Vadakkancheri)* : I move that this Bill be referred to a Select Committee consisting of Messrs. K. T. Achyuthan, Ephraim Ouseph, C. K. Nayar, T. S. Ranachandra Ayyar, A. Eachera Menon, Advocate-General, Diwan Peishkar and the mover.

Mr. T. S. Ramachandra Ayyar *(Chittur-Tattamangalam)*: I second it.

Motion put and carried

The Cochin Customary Verumpattamdars Bill—(Mr. C. V. Iyyu)

Mr. C. V. Iyyu *(Kunnamkulam)*: Sir, I move that the Cochin Customary Verumpattamdars Bill be read in Council.

Mr. K. T. Achyuthan *(Ezhuvas-Talappalli)* : I second it.

Mr. C. V. Iyyu *(Kunnamkulam)*: In moving this Bill I have to bring to the notice of this Hon'ble House that there are certain areas in the State, as I have mentioned in the State of Objects and Reasons, which were once ruled for decades by the Zamorin of Calicut and other Chieftains of Kerala who took by force some areas from our dear land and kept those in possession. These lands were returned as a result of the sitting of a Boundary Commission which sat about half a century back. These areas comprising practically one or two villages in the Talappalli Taluk, these kinds of land tenure do exist. We cannot have time to spend to find out the historical reasons for it. The land tenures of these areas are similar to those that exist in British Malabar. The Malabar Tenancy Act has given fixity to such tenures even now. There is no provision in our Tenancy Act of 1113 to include these tenures under that Act because it has not got all the qualities of a Kanam tenure. The main difference between the kanam tenure and this customary verumpattam tenure which is also known as "Patta Charthu" is that there is no Kanam amount but in most cases there is Michavaram. But in all cases there will be this customary renewal either at the end of the 12th year or some-times at the end of the 24th or 36th year. Generally almost all such tenures are renewed at the end of the 12th year. It has been for many decades past. The Zamorins of Calicut used to live very long. It is said that even now there exists no estimates or accounts for the Shastiabdapurthi of a Zamorin. It is said that even in our Royal Families no accounts exist till the Sashtiabhdapoorthi of the abdicated Maharaja because our rulers never used to live long and the Zamorins lived long. Generally a Zamorin used to rule only for a few years.

Mr. K. S. Panicker *(Ezhuvas-Mukundapurm)* : What has that to do with the Bill.

Mr. C. V. Iyyu *(Kunnamkulam)*: Now, Sir, I will come to the point. As soon as a Zamorin ascends the Musnad he assigns on such pattacharthu lands in the name of his wife or in the name of his sons or daughters-in-law or other dependants of his in a sort of Melpattam.

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